

DEVINE
MILLIMET

ATTORNEYS AT LAW

NHPUC 1AUG'13PM12:11

July 31, 2013

KEVIN M. BAUM
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**VIA FIRST CLASS MAIL AND
ELECTRONIC MAIL**

Debra A. Howland
Executive Director
New Hampshire Public Utilities
Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

Re: Docket No. DG 13-198; Affidavit of Publication

Dear Ms. Howland:

Enclosed for inclusion in the record in the above-referenced proceeding is an Affidavit of Publication for Docket DG 13-198, which was published in the New Hampshire Union Leader on July 29, 2013.

Very truly yours,



Kevin M. Baum

KMB:ec

cc: Electronic Service List

Enclosure

UNION LEADER CORPORATION

**P O BOX 9513
MANCHESTER, NH 03108**

**0000171392
LIBERTY UTILITES
ATTN ACCOUNTS PAYABLE
11 NORTHEASTERN BLVD
SALEM NH 03079**

I hereby certify that the legal notice: (0000775290) DG 13-198 ENERGY NORTH NAT. GAS
was published in the New Hampshire Union Leader
On:
07/29/2013.

State of New Hampshire
Hillsborough County

Subscribed and sworn to before me this

29 day of July 2013

Phyllis E Manning
Notary Public



Legal Notice

NOTICE OF FORECLOSURE SALE

Pursuant to a power of sale contained in a certain mortgage deed given by **RICHARD J. BERTRAND III and ERICA M. BERTRAND** to BANK OF AMERICA, N.A., its successors and assigns, as lender, dated October 20, 2008, recorded in the Carroll County Registry of Deeds at Book 3016, Page 393, said Mortgage, in execution of said power, for mortgage conditions broken, will sell on the mortgaged premises (street address: 2113 Green Hill Road) in Chatham, Carroll County, New Hampshire, at

PUBLIC AUCTION

on August 23, 2013 at 12:30 p.m., local time, all of said holder's right, title and interest in and to the real estate described in said mortgage deed.

This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the said mortgagor(s) therein possessed by them and any and all persons, firms, corporations or agencies claiming by, from, or under them. Said premises will be sold subject to any unpaid taxes, liens, or enforceable encumbrances entitled to precedence over the said mortgage.

Said premises will be sold "as is" in all respects, including but not limited to, the physical condition of the premises and the rights, if any, of any occupants of the premises.

To the mortgagor(s) and any and all persons, firms, corporations, or others claiming by, from or under them: YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

Terms of sale will be Five Thousand Dollars (\$5,000.00) cash or certified check satisfactory to the said holder, to be paid at the time of the sale, and the balance to be paid on delivery of foreclosure deed within thirty (30) days thereafter. The said holder reserves the right to waive any of the above terms at its discretion. The said holder reserves the right to cancel or postpone the sale to such subsequent date or dates as the holder may deem necessary or desirable.

BANK OF AMERICA, N.A.

By Its Attorneys,
HAUGHEY, PHILPOT & LAURENT, P.A.
816 North Main Street
Laconia, NH 03246
(603) 524-4101
July 19, 2013
(UL - July 22, 29; Aug. 5)

Legal Notice

NOTICE OF MORTGAGEE'S SALE

For breach of the conditions set forth in a certain Mortgage running from **Eric T. Sirles a/k/a Eric Sirles and Amanda A. Sirles a/k/a Amanda Sirles** to Northern Capital Mortgage Company dated April 26, 2006 recorded in Book 3365, Page 240 of the Strafford County Registry of Deeds, the undersigned being the present holder of said mortgage by virtue of an Assignment to ABN AMRO Mortgage Group, Inc. dated April 26, 2006 and recorded at Book 3367, Page 129 and as successor by merger, the original of which Mortgage is located at Citimortgage, Inc., 1000 Technology Dr., O'Fallon, MO 63368 and may be examined there during normal business hours, by virtue of Power of Sale contained in said Mortgage, Citimortgage, Inc. successor by merger to ABN AMRO Mortgage Group, Inc. for the purpose of foreclosing said Mortgage, default having been made in the conditions thereof, will sell the premises which are situated at

27 Alice Lane, Rochester

Strafford County, New Hampshire and described in said Mortgage, at PUBLIC AUCTION on **Monday, the 19th day of August, 2013, at 11:00 AM** on the premises described in said Mortgage and also hereinafter described, in the **Town of Rochester, Strafford County, New Hampshire**; terms: Ten Thousand Dollars (\$10,000.00) cash, bank draft or other form acceptable to the said holder, to be paid at the time of the sale, and the balance of the purchase price to be paid within thirty (30) days of the date of sale at the firm of Cunningham, Machanic, Cetlin, Johnson, Harney & Tenney, LLP, Attorneys for said holder, 220 North Main Street, Suite 301, Natick, Massachusetts; the premises being described as follows:

A Certain Parcel Of Land With The Buildings Thereon Situate on Alice Lane, so-called, in the City of Rochester, County of Strafford, State of New Hampshire, shown as Lot 140/79-4 on a plan of Land entitled, "Subdivision Plan Old Dover Rd. Rochester, N.H. for Groen Builders", scale 1"=50', dated January, 2003 and recorded in the Strafford County Registry of Deeds in Plan Drawer 69, Plan number 16, to which plan references can be made for a more particular description

For title, see deed recorded at Book 3817, Page 963 of the Strafford County Registry of Deeds.

The above-described premises shall be so sold subject to all easements, restrictions, municipal or other public taxes, assessments, liens or claims in the nature of liens, outstanding tax titles, building, zoning and other land use laws and all permits and approvals issued pursuant thereto, and existing encumbrances of record created prior to said Mortgage, if there be any. Said premises are to be sold subject to the right of redemption of the United States of America, if any there be. The successful bidder shall be required to sign a Memorandum of Terms of Sale. Other terms, if any, to be announced at the time and place of sale. The description of the premises contained in said mortgage shall control in the event of error in publication.

The Mortgagee may amend or alter the terms of sale by oral or written notice before or at the auction sale. The Mortgagee may reject and accept bids at its discretion. The auction sale may be canceled or continued to another date or time on notice by the Mortgagee.

You are hereby notified that you have the right to petition the superior court for the county in which the mortgaged premises are situated, with service upon the mortgagor, and upon such bond as the court may require, to enjoin the scheduled foreclosure sale.

For purposes of the immediately foregoing paragraph, service upon the mortgagor shall mean service upon such holder, Citimortgage, Inc. successor by merger to ABN AMRO Mortgage Group, Inc.

Dated at Natick, Massachusetts this 15th day of July, 2013.
CITIMORTGAGE, INC. SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC.
Present Holder of Said Mortgage,
By its Attorneys,
CUNNINGHAM, MACHANIC, CETLIN, JOHNSON, HARNEY & TENNEY, LLP
By: Dana A. Cetlin
CUNNINGHAM, MACHANIC, CETLIN, JOHNSON, HARNEY & TENNEY, LLP
220 North Main Street, Suite 301
Natick, MA 01760
(508) 651-7524
Doc # 339204
(UL - July 22, 29; Aug. 5)

Legal Notice

BID

The Town of Hampstead, NH is seeking sealed bids for the sale of a 2002 Ford F350 dump truck with a Fisher 9' plow, 7.3 diesel motor and an automatic transmission. The mileage on the truck is 108,873. The truck is being sold on an "as is" basis with no warranty expressed or implied at a minimum bid of \$4,000.00. The vehicle can be viewed at 35 Stage Road at the Town Garage in Hampstead.

Sealed bids are to be marked "2002 F350 truck" and will be accepted until 4:00 PM on Monday, August 26, 2013, at the Selectmen's Office, 11 Main Street, Hampstead, NH.
(UL - July 29)

Legal Notice

Notice of Hearing

On **Monday, August 12, 2013**, commencing at or around 9:00 a.m., in Room 112 of the Department of Environmental Services, 29 Hazen Drive, Concord, NH 03301, the New Hampshire Air Resources Council will hold the continued hearing on the appeal of the Granting of Title V Permit application #09-005, to Wheelabrator Claremont, 145 Grissom Lane, Claremont, NH, docketed as 12-11 ARC. The hearing is held pursuant to the Council's authority under RSA 21-0:11, IV. The issue involved is whether the Department of Environmental Services acted unlawfully or unreasonably in issuing the Title V permit, as more specifically set forth in the appeal of Katherine Lajoie, Rebecca MacKenzie, et al. The parties to the appeal shall have the right to be represented at the hearing by legal counsel.
(UL - July 29)

Legal Notice

NOTICE OF MORTGAGEE'S SALE

For breach of the conditions set forth in a certain Mortgage running from **Judith A. Hope** to Citifinancial Consumer Services dated May 4, 2007, recorded at Book 7846, Page 669 of the Hillsborough County Registry of Deeds, the undersigned being the present holder of said mortgage as successor by merger, the original of which Mortgage is located at Citifinancial, Inc., 1111 Northpoint, Bldg 4 Ste 100, Coppell, TX 75019 and may be examined there during normal business hours, by virtue of Power of Sale contained in said Mortgage, Citifinancial, Inc. successor by merger to Citifinancial Consumer Services, for the purpose of foreclosing said Mortgage, default having been made in the conditions thereof, will sell the premises which are situated at

25 Francestown Road, Bennington Hillsborough County, New Hampshire and described in said Mortgage, at PUBLIC AUCTION on **Friday, the 16th day of August, 2013, at 12:00 PM** on the premises described in said Mortgage and also hereinafter described, in the **Town of Bennington, Hillsborough, New Hampshire**; terms: Ten Thousand Dollars (\$10,000.00) cash, bank draft or other form acceptable to the said holder, to be paid at the time of the sale, and the balance of the purchase price to be paid within thirty (30) days of the date of sale at the firm of Cunningham, Machanic, Cetlin, Johnson, Harney & Tenney, LLP, Attorneys for said holder, 220 North Main Street, Suite 301, Natick, Massachusetts; the premises being described as follows:

The following described real estate, to-wit: A certain tract of land, with the buildings thereon, situate in the Village of Bennington, Hillsborough County, New Hampshire, bounded and described as follows: Beginning at the northeast corner of the tract or near a stone post at the southern side of the highway leading to Franctown; thence running southerly by land formerly of Josephine Caldwell and more recently of Daisy Ross, about one hundred fifty (150) feet to a stone wall running westerly; thence running westerly by said wall by land formerly of William Eaton about seventy-five (75) feet to a bank wall; thence running northerly by land formerly of said Eaton about one hundred thirty-two (132) feet to said highway; thence running easterly by said highway to the bound first mentioned.

Being the same fee simple property conveyed by deed from Judith A. Skerry aka Judith A. Hope and Ethel M. Hope FKA Edith M. Hope to Judith A. Hope and Ethel M. Hope, dated July 29, 1997 recorded on 8/4/1997 in Book 5893, Page 0854 in the Hillsborough County Records, State of NH.

For title see deed dated July 29, 1997 recorded at Book 5839, Page 854 with the Hillsborough County Registry of Deeds.

The above-described premises shall be so sold subject to all easements, restrictions, municipal or other public taxes, assessments, liens or claims in the nature of liens, outstanding tax titles, building, zoning and other land use laws and all permits and approvals issued pursuant thereto, and existing encumbrances of record created prior to said Mortgage, if there be any. Said premises are to be sold subject to the right of redemption of the United States of America, if any there be. The successful bidder shall be required to sign a Memorandum of Terms of Sale. Other terms, if any, to be announced at the time and place of sale. The description of the premises contained in said mortgage shall control in the event of error in publication.

The Mortgagee may amend or alter the terms of sale by oral or written notice before or at the auction sale. The Mortgagee may reject and accept bids at its discretion. The auction sale may be canceled or continued to another date or time on notice by the Mortgagee.

You are hereby notified that you have the right to petition the superior court for the county in which the mortgaged premises are situated, with service upon the mortgagor, and upon such bond as the court may require, to enjoin the scheduled foreclosure sale.

For purposes of the immediately foregoing paragraph, service upon the mortgagor shall mean service upon such holder, Citifinancial, Inc. f/k/a Citifinancial Consumer Services.

Dated at Natick, Massachusetts this 16th day of June, 2013.
Citifinancial, Inc. successor by merger to Citifinancial Consumer Services,
Present Holder of Said Mortgage,
By its Attorneys,
CUNNINGHAM, MACHANIC, CETLIN, JOHNSON, HARNEY & TENNEY, LLP
By: Dana A. Cetlin
CUNNINGHAM, MACHANIC, CETLIN, JOHNSON, HARNEY & TENNEY, LLP
220 North Main Street, Suite 301
Natick, MA 01760
(508) 651-7524
Doc # 339535
(UL - July 22, 29; Aug. 5)

Legal Notice

TOWN OF HOOKSETT PUBLIC NOTICE

The Hooksett Zoning Board of Adjustment will be conducting a public hearing on **Tuesday, August 13, 2013 at 6:30pm** in the Municipal Building, 35 Main Street, Hooksett, NH for the following:

3-3 EAST POINT INDUSTRIAL PARK,

2 Sutton Circle, Map 49, Lot3-3 for a variance request from Article 20, Section E.4 to permit a 107.21' SF illuminated wall sign.

BASS PRO SHOPS, 2 Commerce Drive, Map 37, Lot 43-1 for a variance request from Article 20-A, Sections B.10 to permit a freestanding signage ("ranger tower") in conjunction with the proposed Bass Pro Shops Sportsman's Center.

HOOKSETT ZONING BOARD OF ADJUSTMENT
(UL - July 29)

Legal Notice

THE STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION DG 13-198

ENERGY/NORTH NATURAL GAS, INC. d/b/a LIBERTY UTILITIES and NATIONAL GRID USA Investigation into Line Extension Policy Matters ORDER OF NOTICE

On June 20, 2013, Staff filed a letter requesting that the Commission open an investigation, pursuant to RSA 365:5 and 374:4, regarding potential irregularities in tariff compliance by Energy/North Natural Gas, Inc. d/b/a Liberty Utilities (Liberty), a public utility distributing natural gas in 28 cities and towns in southern and central New Hampshire and the City of Berlin in northern New Hampshire. See Letter of Stephen P. Frink, Assistant Director Gas & Water Division, to Executive Director Debra A. Howland, dated June 20, 2013 (Staff Letter). Specifically, Staff alleged on the basis of discovery responses provided by Liberty within Docket No. DG 13-149, Liberty's current Cast Iron Bare Steel (CIBS) filing) that Liberty was not in compliance with the provisions of Section 7 of Liberty's tariff, governing service extensions. Staff alleged that the currently-approved Line Extension Policy (incorporated into Section 7 of Liberty's tariff), which requires the development of contribution in aid of construction (CIAC) calculations under a "25 percent test," is not being applied by Liberty. Instead, Liberty has apparently assessed a flat \$900 fee for residential customers seeking to connect to the Liberty gas distribution system. Staff Letter at 1-2. Staff believes that this presents a potential for significant over-assessment of CIAC amounts by Liberty. *Id.*

In response to the Staff Letter, on July 8, 2013, Liberty filed a letter with the Commission disputing Staff's conclusions regarding the potential harms resulting from assessment of the flat \$900 fee, and its deviation from the terms of Section 7 of Liberty's tariff. Liberty did note that it had ceased the use of the \$900 flat fee for new residential gas service applications as of that date, in an effort to address Staff's concerns.

Having reviewed Staff's letter of June 20, 2013, and Liberty's response of July 8, 2013, the Commission opens this docket to investigate Liberty's application of Section 7 of its tariff, i.e., its Line Extension Policy. The investigation shall include, *inter alia*, inquiry into Liberty's application of the terms of Section 7 of its tariff, and the potential errors of the utility's predecessor parent company and current service affiliate, National Grid USA (National Grid), which shall be a mandatory party in this investigation; identification of New Hampshire businesses and residents that may have been misquoted line-extension CIAC requirements; determining whether Liberty customers have been overcharged for line-extension CIAC (including carrying costs); and a general review of Liberty's, and National Grid's, CIAC cost-assessment methodologies. The Commission will further inquire into what remedies, such as reparations, restitution, and/or penalties, are appropriate. Furthermore, appropriate revisions to the terms of Section 7 of Liberty's tariff shall be considered.

The Commission is aware that ongoing line extension work is being undertaken by Liberty for the 2013 construction season. The Commission does not intend to disrupt this work during the pendency of this investigation; and encourages any effort by Liberty, the Office of the Consumer Advocate, Staff, and other interested parties to develop a remedy to clarify CIAC- and construction-related matters during the pendency of this investigation.

All docket filings, other than any information for which confidential treatment is requested of or granted by the Commission, will be posted to the Commission's website at <http://www.puc.nh.gov/Regulatory/Docketbk/2013/13-198.html>. Each party has the right to have an attorney represent the party at the party's own expense.

Based upon the foregoing, it is hereby ORDERED, that a Prehearing Conference, pursuant to N.H. Code Admin. Rules Puc 203.15, be held before the Commission located at 21 S. Fruit St., Suite 10, Concord, New Hampshire on August 8, 2013 at 10:00 a.m., at which each party will provide a preliminary statement of its position with regard to the investigation and any of the issues set forth in N.H. Code Admin. Rules Puc 203.15 shall be considered; and it is

FURTHER ORDERED, that, immediately following the Prehearing Conference, Liberty, the Staff of the Commission and any Intervenor hold a Technical Session to discuss matters pertaining to the investigation, including discovery; and it is

FURTHER ORDERED, that pursuant to N.H. Code Admin. Rules Puc 203.12, Liberty shall notify all persons desiring to be heard at this hearing by publishing a copy of this Order of Notice no later than July 30, 2013, in a newspaper with general circulation in those portions of the state in which operations are conducted, publication to be documented by affidavit filed with the Commission on or before August 6, 2013; and it is

FURTHER ORDERED, that pursuant to N.H. Code Admin. Rules Puc 203.17, any party seeking to intervene in the proceeding shall submit to the Commission seven copies of a Petition to Intervene with copies sent to Liberty and the Office of the Consumer Advocate on or before August 6, 2013, such Petition stating the facts demonstrating how its rights, duties, privileges, immunities or other substantial interest may be affected by the proceeding, as required by N.H. Code Admin. Rule Puc 203.17 and RSA 541-A:32.(f); and it is

FURTHER ORDERED, that any party objecting to a Petition to Intervene make said Objection on or before August 8, 2013.

By order of the Public Utilities Commission of New Hampshire this twenty-fourth day of July, 2013.

Debra A. Howland
Executive Director
Individuals needing assistance or auxiliary communication aids due to sensory impairment or other disability should contact the Americans with Disabilities Act Coordinator, NHPUC, 21 S. Fruit St., Suite 10, Concord, New Hampshire 03301-2429; 603-271-2431; TDD Access: Relay N.H. 1-800-735-2964. Notification of the need for assistance should be made one week prior to the scheduled event.
(UL - July 29)

Going Online?

See more public notices at www.unionleader.com

Legal Notice

NOTICE OF MORTGAGEE'S SALE

For breach of the conditions set forth in a certain Mortgage running from **Jane E. Bisbee** to Citi Financial Consumer Services dated May 31, 2008 and recorded with the Strafford County Registry of Deeds at Book 3650, Page 0824, the undersigned being the present holder of said mortgage as successor by merger, the original of which Mortgage is located at CitiFinancial, Inc., 6400 Las Colinas Blvd., Irving, TX 75039 and may be examined there during normal business hours, by virtue of Power of Sale contained in said Mortgage, CitiFinancial, Inc. for the purpose of foreclosing said Mortgage, default having been made in the conditions thereof, will sell the premises which are situated at:

11 Sunnybrook a/k/a Sunnybrooke a/k/a Sunny Brooke Drive, Dover Strafford County, New Hampshire

and described in said Mortgage, at PUBLIC AUCTION on **Monday, the 26th day of August, 2013, at 11:00 AM** on the premises described in said Mortgage and also hereinafter described, in the **City of Dover, Strafford County, New Hampshire**; terms: Ten Thousand Dollars (\$10,000.00) cash, bank draft or other form acceptable to the said holder, to be paid at the time of the sale, and the balance of the purchase price to be paid within thirty (30) days of the date of sale at the firm of Cunningham, Machanic, Cetlin, Johnson, Harney & Tenney, LLP, Attorneys for said holder, 220 North Main Street, Suite 301, Natick, Massachusetts; the premises being described as follows:

The following described premises: Unit No. 5 of the Sunnybrooke Condominiums, a Condominium located at Mast Road, Dover, County of Strafford, State of New Hampshire, as established by the Declaration and By Laws dated April 29, 1988 and recorded in the Strafford County Registry of Deeds at Book 1411, Page 0211. The said Unit consists of the Mobile Home Site which is on a Site Plan entitled Site Plan Sunnybrooke Condominiums, Mast Road Dover, Strafford County, N.H. for White Enterprises, Inc. Scale 1 inch equal to 50 Feet, dated April 22, 1987 and recorded in the Strafford County Registry of Deeds as Plan No. 34A-131 and 132, and has the same number as the above Unit number, together with a One Thirty-Sevenths (1-37THS) undivided interest in the Common Areas and facilities as described in the Declaration. Together with an undivided percentage interest in the Common Elements appurtenant thereto and any amendments pertaining thereto.

Being the same fee simple property conveyed by Warranty Deed from James A. Smith and Gina M. Smith, Husband and Wife to Jane E. Bisbee, Single, dated 10/30/1998 recorded on 11/03/1998 in Book 2054, Page 0474 in Strafford County Records, State of NH.

For title see Probate Docket No. 319-2012-ET-00348 with the Strafford County Circuit Court. See also deed recorded at Book 2054, Page 474 with the Strafford County Registry of Deeds.

The above-described premises shall be so sold subject to all easements, restrictions, municipal or other public taxes, assessments, liens or claims in the nature of liens, outstanding tax titles, building, zoning and other land use laws and all permits and approvals issued pursuant thereto, and existing encumbrances of record created prior to said Mortgage, if there be any. Said premises are to be sold subject to the right of redemption of the United States of America, if any there be. The successful bidder shall be required to sign a Memorandum of Terms of Sale. Other terms, if any, to be announced at the time and place of sale. The description of the premises contained in said mortgage shall control in the event of error in publication.

The Mortgagee may amend or alter the terms of sale by oral or written notice before or at the auction sale. The Mortgagee may reject and accept bids at its discretion. The auction sale may be canceled or continued to another date or time on notice by the Mortgagee.

You are hereby notified that you have the right to petition the superior court for the county in which the mortgaged premises are situated, with service upon the mortgagor, and upon such bond as the court may require, to enjoin the scheduled foreclosure sale.

For purposes of the immediately foregoing paragraph, service upon the mortgagor shall mean service upon such holder, CitiFinancial, Inc f/k/a CitiFinancial Consumer Services.

Dated at Natick, Massachusetts this 23rd day of July, 2013.
CITIFINANCIAL, INC. F/K/A CITIFINANCIAL CONSUMER SERVICES
Present Holder of Said Mortgage,
By its Attorneys,
CUNNINGHAM, MACHANIC, CETLIN, JOHNSON, HARNEY & TENNEY, LLP
By: Dana A. Cetlin
CUNNINGHAM, MACHANIC, CETLIN, JOHNSON, HARNEY & TENNEY, LLP
220 North Main Street, Suite 301
Natick, MA 01760
(508) 651-7524 Doc # 340602
(UL - July 29, Aug. 5, 12)

Going Online?

See more public notices at www.unionleader.com

Legal Notice

The Town of Merrimack will accept bids until 2:00 pm on Thursday, August 15, 2013 for clearing approximately 10,000 feet of swales at the Transfer Station. To obtain a related bid package, please contact Xenia Simpson, Purchasing Agent, at xcarrroll@merrimacknh.gov or (603) 424-7075.
(UL - July 29)

Legal Notice

Dave's Towing 260 Catamount Rd Pittsfield, NH

Auction for
'10 Nissan Titan
'06 Chevy HHR
On Saturday Aug 10
from 9am-10am
for balance of towing and storage
(UL - July 29)

Going Online?

See more public notices at www.unionleader.com

Legal Notice

NOTICE OF MORTGAGEE'S SALE

By virtue of a statutory power of sale contained in a certain mortgage deed (the "Mortgage") given by **Robert J. Patten, III and Trista L. Patten**, husband and wife, (collectively the "Mortgagors") to **New Hampshire Community Loan Fund, Inc.** (the "Mortgagee") which mortgage is dated April 29, 2005 and recorded in the Belknap County Registry of Deeds at Book 2167, Page 645, New Hampshire Community Loan Fund, Inc., the present holder of said mortgage, in execution of said power, for breach of conditions contained in said mortgage, and for the purpose of foreclosing the same, will sell at

Public Auction

On Wednesday, August 14, 2013 at 11:00 a.m., local time, on the premises, the real estate known as that certain Manufactured Home situated in the Old Lakeshore Cooperative, Inc. with an address of 343 Old Lakeshore Road, #51, Gilford, County of Belknap, State of New Hampshire, described as follows:

A certain manufactured housing unit (the "Unit") situated in Gilford, County of Belknap and State of New Hampshire, and more particularly described as follows:

Manufacturer: Skyline Knowlwood
Model No.: KNOL9800
Serial No.: 1416-0404S
Year of Home: 1983
Size: 14' x 70'

The manufactured housing is situated at Old Lakeshore Road Cooperative, Inc. in the Town of Gilford, County of Belknap and State of New Hampshire.

Together with all the improvements now or hereafter erected on the property and all easements, appurtenances and fixtures, now or hereafter a part of the property.

The tract or parcel of land upon which the manufactured housing is situated, is owned by Old Lakeshore Cooperative, Inc. by deed dated June 29, 2004, recorded with the Belknap County Registry of Deeds, in Book 2058, Page 679 and is excluded from the insured description.

TERMS OF SALE: A deposit of Five Thousand (\$5,000.00) Dollars in the form of cash, certified check, bank treasurer's check or funds satisfactory to Mortgagee will be required to be delivered at or before the time a bid is offered. The successful bidder will be required to execute a Memorandum of Sale and Deposit Receipt immediately after the close of the bidding. The balance of the purchase price shall be paid on or before thirty (30) days from date of sale. If the successful bidder fails to complete the purchase of the Mortgaged Premises in accordance with the preceding sentence, then the Mortgagee may retain the deposit in full as liquidated damages resulting from the successful bidder's failure to perform. Conveyance of the Mortgaged Premises shall be by foreclosure deed to be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price.

EXCLUSION OF WARRANTIES: Except for warranties arising by operation of law, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any other expressed or implied representations or warranties whatsoever. Said premises will be sold "AS IS AND WHERE IS" and subject to all unpaid real estate taxes, park rents and fees, mortgages and all other liens and encumbrances, easements, rights or way and other conditions of record of every kind which may be entitled to precedence over the said mortgage.

RESERVATION OF RIGHTS: The Mortgagee reserves the right to (i) cancel or continue the foreclosure sale to such later date as the Mortgagee may deem desirable; (ii) bid upon and purchase the Mortgaged Premises at Foreclosure Sale; (iii) reject any and all bids for the Mortgaged Premises at the Foreclosure Sale; (iv) amend or change the Terms of Sale set forth herein by announcement written or oral, made before or during the Foreclosure Sale and such changes or amendment(s) shall be binding on all bidders.

NOTICE TO MORTGAGOR AND ANY PERSON CLAIMING UNDER SAME:

YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

The original mortgage instrument may be examined at 91 Bay Street, Manchester, New Hampshire, 03104, with all requests directed to Dyan J. Lowman at (603) 623-1234 during regular business hours. Dated at Manchester, New Hampshire this 11th day of July, 2013.

New Hampshire Community Loan Fund, Inc.

By their attorneys:
Beliveau, Fradette & Gallant, PA
Dyan J. Lowman, Esq.
91 Bay Street - P.O. Box 3150
Manchester, New Hampshire 03105-3150
Tel. (603) 623-1234
(UL - July 15, 22, 29)

Legal Notice

NOTICE OF MORTGAGEE'S SALE

By virtue of a statutory power of sale contained in a certain mortgage (the "Mortgage") given by **Brenda Vintinner and John Vintinner** (the "Mortgagors") to **Estelle and Fred Moses** (the "Mortgagees"), which mortgage is acknowledged November 17, 2005 and recorded in the Merrimack County Registry of Deeds at Book 2851, Page 723, Estelle Moses the present holder of said mortgage (Fred Moses having died on July 5, 2011), in execution of said power for breach of conditions contained in said mortgage, and for the purpose of foreclosing the same, will sell at

PUBLIC AUCTION

On August 22, 2013 at 11:00 a.m., local time, on the premises, the real estate further bounded and described as follows:

A certain tract of land with the buildings thereon located in said Concord, located nor